

EXHIBIT 3

(NYSEG Easement)

EASEMENT

THIS INSTRUMENT WITNESSETH THAT CORNELL UNIVERSITY, hereinafter called the Grantor(s), being the owner(s) of or having an interest in land situate in the CITY OF ITHACA, COUNTY OF TOMPKINS, State of New York, fronting on the streets or highway known as UNIVERSITY AVENUE AND WEST AVENUE, bounded WESTERLY IN PART by STEWART AVENUE and EASTERLY IN PART by the private road known as WEST AVENUE, for and in consideration of the sum of One and No/100 Dollars (\$1.00), the receipt of which is hereby acknowledged, does hereby grant and release unto NEW YORK STATE ELECTRIC & GAS CORPORATION, a corporation organized under the laws of the State of New York, having an office at 18 Link Drive in the Town of Kirkwood, County of Broome, State of New York, hereinafter called the Grantee, its lessees, licensees, successors and assigns forever, a permanent easement and right of way, with the right, privilege and authority to install, construct, reconstruct, extend, operate, inspect, maintain, repair, replace, and at its pleasure, remove an underground gas pipeline, including hand/man holes, pipes, ducts and conduits, with the necessary fixtures or appurtenances thereto which the Grantee shall require now and from time to time for the underground transmission and/or distribution of natural and/or manufactured gas for public or private use, in, under, and across said land and/or the highways abutting or running through said land.

The easement and right of way hereby granted and released is, as shown on Exhibit A, -10 and 15- feet in width throughout its extent, situate, lying and being as follows:

A portion of City of Ithaca Tax Parcel #31.00-1-1.2, as shown on sketch labeled Exhibit A attached hereto and made a part hereof.

Notwithstanding anything to the contrary herein:

1. Grantor expressly reserves the right to access, excavate within and otherwise use said easement area in order to install, maintain, repair and replace any of Grantor's utilities located within said easement subject to the following: (1) Grantor shall provide Grantee with thirty (30) days' notice before excavating or conducting planned maintenance work within said easement that could potentially impact, damage or interfere with Grantee's facilities; (2) Grantor reserves the right to work within the easement area without notice in cases of emergency posing an immediate threat to life, safety or property, provided however that Grantor shall notify Grantee as soon as possible regarding all emergency excavations or other activities with the potential to impact, damage or interfere Grantee's operation, use or maintenance of its facilities or where shut down of gas service may be necessary. Grantee shall reasonably cooperate with Grantor, upon request, to facilitate Grantor's use of the easement area.
2. If at any time hereafter Grantor desires to relocate the easement, Grantor shall provide written notice to Grantee, and Grantee shall make such changes in the location of the easement as Grantor may require, at Grantor's sole expense, and as further provided herein. Such Notice of relocation from Grantor shall include detailed drawings that show the facilities proposed to be relocated as well as, if applicable, a proposed new site for NYSEG's facilities which NYSEG may accept or reject at its sole reasonable discretion. After receiving a complete set of drawings, Grantor and Grantee shall then cooperate in good faith to develop a relocation plan. The Grantor shall provide the Grantee any easements required to relocate gas and/or electric facilities. Once all requirements are fulfilled (easements, permits and payment received from the Grantor) a mutually agreeable schedule will be established to relocate NYSEG's facilities.

THE GRANTEE, its successors and assigns, are hereby expressly given and granted the right to assign this easement and right of way, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or severally.

TOGETHER with ingress and egress over the easement and right of way (and, in consultation with Grantor, other lands of the Grantor as may be reasonably necessary) for all of the above purposes and the right now and from time to time to trim, cut, burn, treat and/or remove by manual, mechanical and chemical means trees, roots, brush, structures and other obstructions within said easement and right of way. Grantor has the right to maintain existing mature trees and vegetation on the main campus within said NYSEG easement right of way area.

PROVIDED, however, that any damage (other than for trimming, cutting, treating, burning and/or removing trees, roots, brush, structures and other obstructions as above provided) to the property of the Grantor(s), (including, without limitation, Grantor's utilities facilities), caused by the Grantee in the exercise of its rights under this instrument shall be borne by the Grantee. Grantee further agrees to promptly restore the easement area to as near its original condition as possible following any work or other site disturbance by Grantee; provided, however, that Grantor shall also have the right to restore the easement area following any work or other site disturbance by Grantee, which may include the replacement of trees. The parties shall work cooperatively when restoring the easement area.

RESERVING, however, to the Grantor(s) the rights to cultivate the ground, the right to cross and recross said easement and right of way provided that such use of said ground shall not interfere with, obstruct or endanger any rights granted as aforesaid and shall not disturb the grade of said ground as it now exists, and provided that no structure shall be erected, no trees shall be grown, cultivated or harvested, and no excavating, mining or blasting shall be undertaken within the limits of the easement and right of way without written consent of the Grantee, except as otherwise provided herein.

This Instrument shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Grantor(s) has hereunto set HIS hand(s) and seal(s) this

2nd day of May, 2023

By: Jeremy Thomas, Sr. Director of Real Estate

(L.S.)

Address:

CIO REAL ESTATE DEPARTMENT
Box DH - REAL ESTATE
ITHACA, NY 14853

Internal Use





